

Exhibit C

FIRST AMENDMENT TO
THE AMENDED AND RESTATED
OPERATING AGREEMENT

THIS FIRST AMENDMENT ("*First Amendment*") to the Amended and Restated Operating Agreement of PRIUM ORCHARD HILLS, L.L.C., a Washington limited liability company (the "*Company*"), is made effective September 1, 2008 by and between P&U CAPITAL PARTNERS I, L.L.C., a Washington limited liability company (the "*Managing Member*"), and NATIONWIDE AFFORDABLE HOUSING FUND 30: A RED CAPITAL TAX CREDIT FUND, LLC, an Ohio limited liability company (the "*Company Investor Member*"), and SCDC, LLC, an Ohio limited liability company (the "*Special Investor Member*").

Recitals

A. The Company is presently constituted and governed pursuant to the Amended and Restated Operating Agreement dated as of November 6, 2006 (the "*Operating Agreement*"). Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Operating Agreement.

B. The Members desire to execute this First Amendment to amend the Operating Agreement as set forth herein.

C. This First Amendment is to memorialize the Company Investor Member's agreement to make an additional Capital Contribution as set forth in Section 4.2 A(4).

Statement of Agreement

In consideration of the premises hereof, the covenants contained herein and other good and valuable consideration, the parties agree as follows:

Section 1

- (a) Pursuant to Section 4.2 A(4) of the Operating Agreement, the adjustment to the Capital Contribution results in an additional Capital Contribution of \$144,249.
- (b) The second sentence in Section 4.1 A. of the Operating Agreement is hereby amended by deleting the amount "\$4,761,136" and replacing it with "\$4,905,385".
- (c) Section 4.1 A(5) of the Operating Agreement is hereby amended by deleting the amount of "\$476,124" and replacing it with "\$620,373".
- (d) The table of Projected Credits set forth in Section 4.2 A(5) of the Operating Agreement is hereby deleted in its entirety and is replaced with the following:

<u>Year</u>	<u>Projected Credit</u>
2006	\$15,940
2007	\$383,243
2008 and each year thereafter through 2015	\$495,503
2016	\$479,563
2017	\$112,260

Section 2 Unamended Terms. Except as hereby amended, the remaining terms and conditions of the Operating Agreement are hereby ratified and confirmed in all respects, and the Operating Agreement, as amended hereby, shall constitute the agreement between the Managing Member and the Company Investor Member.


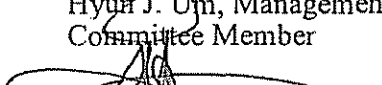
Section 3 Counterparts. This First Amendment may be executed in several counterparts, all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the Members have executed this First Amendment as of the date first set forth at the beginning hereof.

MANAGING MEMBER

P&U CAPITAL PARTNERS I, L.L.C.

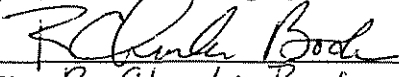
By: Prium Companies, L.L.C., its sole member

By: 
 Hyun J. Um, Management Committee Member
 By: 
 Thomas W. Price, Management Committee Member

COMPANY INVESTOR MEMBER

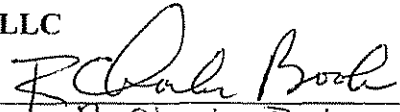
NATIONWIDE AFFORDABLE HOUSING FUND 30: A RED CAPITAL TAX CREDIT FUND, LLC

By: Red Capital Community Development Company, LLC, its managing member

By: 
 Name: R. Charles Booth
 Title: Vice President

SPECIAL INVESTOR MEMBER

SCDC, LLC

By: 
 Name: R. Charles Booth
 Title: Vice President